this offer, by user or otherwise, within a reasonable time in order to complete the dedication. *City of Venice v. Madison County Ferry Co.* (1905) 216 Ill. 345, 75 N. E. 105. This seems not to have been done in the instant case. But some courts hold that an acceptance of the tender of dedication is unnecessary to make it irrevocable. See *South Amboy v. New York, etc. R. R.* (1901, Ct. Err.) 66 N. J. L. 623, 625, 50 Atl. 368, 369. However, when third persons have acquired rights which would be impaired by revocation, or have made contracts for valuable consideration founded on the supposed appropriation of the property to the uses indicated, the offer is always irrevocable, regardless of acceptance by the public. *Boise City v. Hon* (1908) 14 Ida. 272, 94 Pac. 167. So dedication may be established by a sale of lots with reference to the grantor's recorded map. *Attorney General v. Onset Bay Grove Ass'n* (1915) 221 Mass. 342, 109 N. E. 165. Yet merely laying out grounds, without actually throwing them open to use, or without selling the lots in reference to the plat, will not generally constitute a dedication. See *Hillmer Co. v. Beher* (1914) 264 Ill. 568, 580, 106 N. E. 481, 486. And in the instant case, since the public failed to act on the grantor's offer and no conveyance was made in view of the map, it is submitted that the court rightly held that there was no valid dedication.

PROPERTY—ORAL CONTRACT—PART PERFORMANCE—STATUTE OF FRAUDS—POSSESSION.—The plaintiff, having made an oral contract with the defendant for the purchase of land, and being authorized to take possession, represented to the tenant at will under the defendant, that he had bought the land and recorded the deed. Thereupon the tenant attorned to the plaintiff, but on learning that the contract for sale was oral, bought the land himself and recorded the deed. The plaintiff brought an action for specific performance. *Held,* that the plaintiff should have no relief, because his possession was not sufficient to avoid the effect of the statute of frauds. *Hambey v. Wood* (1919, Calif.) 184 Pac. 9.

It is now well established in England and most American jurisdictions that receiving or taking possession of land with acquiescence takes a sale out of the statute of frauds. See 1 Ames, *Cases in Equity Jurisdiction* (1904) 279, note. In the instant case the plaintiff's possession was held insufficient to avoid the operation of the statute, because it did not render him liable to an action of trespass and did not clearly evidence the new ownership. These are two of the various reasons used in attempts to explain the above exception, which was arbitrarily construed into the statute soon after it was passed. *Cf. Butcher v. Stapely* (1685, Eng. Ch.) 1 Vernon, 363; see *Maddison v. Alderson* (1883, H. L.) 8 App. Cas. 467, 489. But the result of the oral agreement in the present case was to give the vendee a license or privilege to enter sufficient to bar the action of trespass, if the plaintiff himself had entered, until revocation followed by reasonable time to withdraw. See *Glass v. Hulbert* (1869) 102 Mass. 24, 33. Thus the trespass doctrine would seem to be without force. There is authority for the second reason of the decision, namely, that the new possession must be of such a character as to evidence clearly a change of ownership. See Pomeroy, *Specific Performance of Contracts* (2d ed. 1897) sec. 120. The question whether or not possession is notice applies only where third parties are affected. Possession normally is notice, but this is not the reason why the possession takes the case out of the statute. Probably the reason why the misconception arose that the taking of possession removed the case from the operation of the statute, was that the delivery of possession was considered as equivalent to a conveyance, and therefore the contract was regarded as executed. *Cf. Butcher v. Stapely, supra.* There being no third parties in interest in the instant case it would seem that the doctrine of notice would not apply. It is submitted that an attornment made and accepted in good faith and with the

permission of the vendor should be a sufficient possession to come within the exception. But in the present case, the plaintiff being guilty of fraud, the court was justified in restricting the applicability of the arbitrary exception by holding that the case was not within it.

STATUTE OF FRAUDS—MEMORANDUM—POWER OF SOLICITOR TO GIVE MEMORANDUM.—The plaintiff brought an action for the breach of an oral agreement to sell to the defendant a quantity of goods exceeding ten £. in value. The defence was that there was no written memorandum of the agreement signed by the party to be charged or his agent as required by statute. Sales of Goods Act, 1893, sec. 4, 56 and 57 Vict. ch. 71. The plaintiff contended that a letter, written by the counsel of the defendant to the plaintiff's counsel, in which the former denied his client's liability and mentioned the latter's letters to his client, was a sufficient memorandum to satisfy the statute. *Held,* that recovery should be denied. *Thirkel v. Cambi* (1919, C. A.) 121 L. T. Rep. 532.

The court decided that the alleged memorandum of the defendant's solicitor was ineffective for two reasons: first, the letter did not contain the essential terms of the contract and denied the plaintiff's allegations that the other letters, referred to in the alleged memorandum, contained a contract; and second, that the solicitor, instructed by his client to deny the contract, was not an agent to make a memorandum of the agreement within the meaning of the statute. A memorandum must state the contract with reasonable certainty so that the substance can be understood from the writing itself or by direct reference to some extrinsic instrument or writing, without recourse to parol proof. *Reid v. Kentworthy* (1881) 25 Kan. 701; *Mentz v. Newwitter* (1890) 122 N. Y. 491, 25 N. E. 1044; *cf. Stewart & Son v. Cook* (1902) 118 Ga. 541, 45 S. E. 398. The fact that a letter repudiates any liability does not prevent it from being a sufficient memorandum. For, if a letter repudiating liability contained, with reasonable certainty, the essential terms of the contract, it is a sufficient memorandum to satisfy such a statute. *Leather Cloth Co. v. Hieronimus* (1875) 10 Q. B. 140; *Wilkinson v. Evans* (1866) 1 C. P. 407, 14 W. R. 963; *Louisville Asphalt Varnish Co. v. Lorick* (1888) 29 S. C. 533, 8 S. E. 8. In the instant case, the letters referred to in the alleged memorandum showed that there had been a parol modification of an essential term of the agreement; and the plaintiff had no written acknowledgment of what that change was. Consequently, the contents of the letter of the defendant's solicitor did not satisfy the statute. See (1914) 23 YALE LAW JOURNAL, 470. Two judges went further and said that even if the contents of the letter were sufficient, the memorandum would be invalid because the solicitor had no authority to make such a memorandum. The statute requires that the memorandum be made by the party to be charged or his agent *in that behalf.* However, one who possesses a general agency sufficiently comprehensive in its terms, has the power to sign a memorandum binding upon his principal. Browne, *Statute of Frauds* (5th ed. 1895) sec. 370. It has been held that a general agent for the sale of goods had the power to give a purchaser a memorandum effective under the statute. *Potter v. Springfield Milling Co.* (1897) 75 Miss. 532, 23 So. 259. Where a solicitor's scope of authority was similar to that of a general agent, it was held that he could make a memorandum effective under the statute. *John Griffiths Cycle Corporation Ltd. v. Humber & Co. Ltd.* (C. A.) [1899] 2 Q. B. 414; *Daniel v. Trefusis* [1914] 1 Ch. 788. But where a solicitor was given special authority only, like a special agent, and in violation of his authority signed a memorandum, it was inoperative under the statute. *Smith v. Webster* (1874) 3 Ch. 49; see *Bushnell v. Beavan* (1834, N. C.) 1 Bing. 103. In the instant case, it was quite apparent that the solicitor was a special agent, and did not have the power to make a memorandum binding on his principal under the statute.